

In re:
Valley Enterprises T.S. Inc
Debtor

Case No. 20-11784-MB
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0973-1
Date Rcvd: Jan 19, 2022

User: admin
Form ID: pdf042

Page 1 of 2
Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 21, 2022:

Recip ID	Recipient Name and Address
db	+ Valley Enterprises T.S. Inc, 13962 Satcoy Street, Van Nuys, CA 91402-6522

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 21, 2022

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 19, 2022 at the address(es) listed below:

Name	Email Address
Anthony N Ranieri	on behalf of Debtor Valley Enterprises T.S. Inc a1andb2@aol.com
Arnold L Graff	on behalf of Creditor Toorak Capital Partners LLC agraff@wrightlegal.net, bkudgeneralupdates@wrightlegal.net,jcraig@wrightlegal.net
Brian S Edwards	on behalf of Creditor Courtesy NEF brian.edwards@fnf.com christine.hipp@fnf.com
David Seror	on behalf of Trustee Diane C Weil (TR) dseror@bg.law ecf@bg.law
Diane C Weil (TR)	dcweil@dcweillaw.com DCWTrustee@dcweillaw.com;ecf.alert+Weil@titlexi.com
Erica T Loftis Pacheco	

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on behalf of Creditor The Carrington Company bknotifications@ghidottiberger.com

Giovanni Orantes

on behalf of Interested Party The Orantes Law Firm P.C. go@gobklaw.com,
gorantes@orantes-law.com,cmh@gobklaw.com,gobklaw@gmail.com,go@ecf.inforuptcy.com;orantesgr89122@notify.bestcase.c
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Giovanni Orantes

on behalf of Creditor Sandra Chevelle Nicole go@gobklaw.com
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Greg P Campbell

on behalf of Creditor Courtesy NEF ch11ecf@aldridgepite.com gc@ecf.inforuptcy.com;gcampbell@aldridgepite.com

Joseph C Delmotte

on behalf of Creditor JPMorgan Chase Bank N.A. ecfcacb@aldridgepite.com,
JCD@ecf.inforuptcy.com;jdelmotte@aldridgepite.com

Julian K Bach

on behalf of Creditor Dan B Selleck; TGC Pension Plan; NVS Investments LLC, a California LLC; Rojo Solo 401K Trust; IRA
Services Trust Co., Custodian FBO Wayner A Carlander Jr Account #IRA2544848; Ronald E Plummer an Julian@Jbachlaw.com,
julianbach@sbcglobal.net

Julian K Bach

on behalf of Creditor Dan B Selleck; TGC Pension Plan; NVS Investments LLC, a California LLC; Rojo Solo 401K Trust; IRA
Services Trust Co., Custodian FBO Wayne A Carlander Jr Account #IRA2544848; Ronald E Plummer et Julian@Jbachlaw.com,
julianbach@sbcglobal.net

Julian K Bach

on behalf of Creditor Courtesy NEF Julian@Jbachlaw.com julianbach@sbcglobal.net

Katherine Bunker

on behalf of U.S. Trustee United States Trustee (SV) kate.bunker@usdoj.gov

Kelli M Brown

on behalf of Creditor Courtesy NEF kbrown@mclaw.org CACD_ECF@mclaw.org

Lane M Nussbaum

on behalf of Interested Party Joseph H. Scharlin as Trustee of the Scharlin Family Trust Inussbaum@nussbaumapc.com,
info@nussbaumapc.com

Matthew D. Resnik

on behalf of Interested Party Courtesy NEF matt@rhmfir.com
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com; russ@rhmfir.com;rebeca@rhmfir.com;david@rhmfir.com;sloan@rhmfir.com

Reilly D Wilkinson

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rwilkinson@ecf.courtdrive.com

Reilly D Wilkinson

on behalf of Creditor 1SHARPE OPPORTUNITY INTERMEDIATE TRUST REO ENTITY: 1S REO OPPORTUNITY 1 LLC,
its successors and/or assignees rwilkinson@scheerlawgroup.com, rwilkinson@ecf.courtdrive.com

Robert M Yaspan

on behalf of Creditor Golf View Lane Limited Partnership a California Limited Partnership court@yaspanlaw.com,
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Russell Clementson

on behalf of U.S. Trustee United States Trustee (SV) russell.clementson@usdoj.gov

Steven T Gubner

on behalf of Trustee Diane C Weil (TR) sgubner@bg.law ecf@bg.law

Tamar Terzian

on behalf of Trustee Diane C Weil (TR) tamar@terzlaw.com ecf@bg.law

Thomas B Ure

on behalf of Debtor Valley Enterprises T.S. Inc tbuesq@aol.com urelawfirm@jubileebk.net;tom@ecf.courtdrive.com

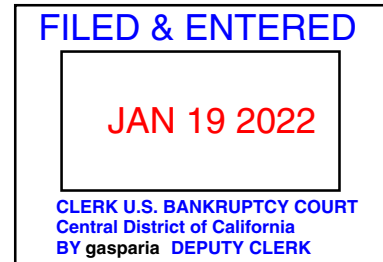
United States Trustee (SV)

ustpregion16.wh.ecf@usdoj.gov

TOTAL: 25

DAVID SEROR – Bar No. 67488
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Attorneys for Diane C. Weil,
Chapter 7 Trustee for the bankruptcy estate of
Valley Enterprises T.S., Inc.



UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SAN FERNANDO VALLEY DIVISION

In re
VALLEY ENTERPRISES T.S., INC.,

Debtor.

Case No. 1:20-bk-11784-MB

Chapter 7

**ORDER APPROVING TRUSTEE'S
MOTION TO: (1) APPROVE SALE OF
REAL PROPERTY LOCATED AT 15094
NURMI STREET, (SYLMAR AREA), LOS
ANGELES, CA 91342, FREE AND CLEAR
OF ALL LIENS, INTERESTS, CLAIMS,
AND ENCUMBRANCES WITH SUCH
LIENS, INTERESTS, CLAIMS, AND
ENCUMBRANCES TO ATTACH TO
PROCEEDS PURSUANT TO 11 U.S.C.
§§ 363(b), AND (f) ; (2) APPROVING
OVERBID PROCEDURES; (3)
DETERMINING THAT BUYER IS
ENTITLED TO PROTECTION
PURSUANT TO 11 U.S.C. § 363 (m); AND
(4) AUTHORIZING PAYMENT OF
COMMISSIONS FROM PROCEEDS OF
SALE**

Hearing:

Date: January 5, 2022

Time: 11:00 a.m.

Place: Courtroom 201

Via Zoom.Gov (See Telephonic Instructions on
cacb.uscourts.gov. and Supplemental Notice)

1 The Motion By Diane C. Weil, Chapter 7 Trustee To: (1) Approve Sale Of Real Property
2 Located at 15649 Chase Street, North Hills, Ca 91343, Free And Clear Of All Liens, Interests,
3 Claims, And Encumbrances With Such Liens, Interests, Claims, And Encumbrances To Attach To
4 Proceeds Pursuant To 11 U.S.C. §§ 363(b), and (f); (2) Approve Overbid Procedures; (3)
5 Determine That Buyer Is Entitled To Protection Pursuant To 11 U.S.C. § 363(m) Memorandum Of
6 Points And Authorities And Declarations Of Diane C. Weil and David R. Hagen In Support
7 Thereof [Doc. No. 301] (the “Motion”), seeking an order authorizing the sale pursuant to 11
8 U.S.C. §§ 363(b)(1), and (f), of the Estate’s interest in the real property located at located at
9 15094 Nurmi Street, (Sylmar Area), Los Angeles, CA 91342 (the “Nurmi Property”) and legally
10 described as,

11 The Northeasterly 50 feet of Lot 7 in Block "A", at Tract No. 5813, in the City of Los
12 Angeles, County of Los Angeles, State of California, as per Map recorded in Book 67
13 Page 47 of Maps, in the Office of the County Recorder of said County. Except the
14 Southeasterly 220.22 feet thereof. (APN: 2604-028-017)
15 to Ramiro De Lira Salas and Ramiro Ulises De Lira Salas (the “Buyers”), on an “as-is” “where-
16 is”, and “with-all-faults” basis without any warranties, expressed or implied, and without any
17 contingencies, free and clear of liens, interests, claims, and encumbrances, with such liens,
18 interests, claims, and encumbrances to attach to the Sale proceeds, net of expenses of sale, with
19 the same priority and rights of enforcement as previously existed, filed on behalf of Diane C.
20 Weil, the duly appointed and acting chapter 7 trustee (the “Trustee”) for the bankruptcy estate
21 (“Estate”) of Valley Enterprises T.S., Inc. (the “Debtor”), duly came on for a ZoomGov hearing,
22 the Honorable Martin R. Barash, United States Bankruptcy Judge, presiding.

23 Tamar Terzian, of BG Law, appeared on behalf of the Trustee, who was also present. The
24 Trustee’s broker was present at the hearing. The Buyer and his broker were also present at the
25 hearing. All other appearances are reflected on the record.

26 The Court having read and considered the Motion, and all papers and pleadings filed in
27 support thereof, having received evidence both oral and documentary; finding that notice of the
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1 Motion was appropriate and sufficient; and after due deliberation; and good cause appearing
2 therefor:

3 **THE COURT HEREBY FINDS AS FOLLOWS:**

4 A. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C.
5 §§ 157 and 1334. Venue of this case in this district is proper pursuant to 28 U.S.C. §§ 1408 and
6 1409. Determination of the Motion is a core proceeding under 28 U.S.C. § 157(b)(2).

7 B. The statutory predicate for the relief sought by the Motion is Section 363(b) of the
8 United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.*, as amended (the “Bankruptcy Code”) and
9 Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (each a “Bankruptcy Rule” and
10 together, the “Bankruptcy Rules”).

11 C. Proper, timely, sufficient, and adequate notice of the Motion and the transaction
12 contemplated thereby has been provided in accordance with Section 363 of the Bankruptcy Code and
13 Rules 2002 and 6004 of the Bankruptcy Rules. A reasonable opportunity to object or be heard with
14 respect to the Motion and the relief requested therein has been afforded to all interested parties.
15 Such notice was good, sufficient, and appropriate under the circumstances, and no other or further
16 notice of the Motion is or shall be required.

17 D. The Real Property which is the subject of the Motion, the Nurmi Property bearing
18 APN 2604-028-017 and the purchase agreement attached as **Exhibit “1”** to the Motion, is property
19 of this Estate pursuant to Bankruptcy Code § 541.

20 E. The Preliminary Title Report dated as of October 28, 2021, and prepared by Stewart
21 Title (the “Title Report”), attached as **Exhibit “2”** to the Motion, reflects that title to the Nurmi
22 Property stands in the name of the Debtor in this case. The Title Report also reflects the following
23 liens, encumbrances, and other documents of record affecting title to the Nurmi Property:

- 24 1. Property Taxes for Tax Year 2020-2021 in the amount of \$5,382.97, plus any
25 applicable penalties.
- 26 2. A Deed of Trust dated March 28, 2019, in favor of SLS Mortgage, Inc., a California
27 Corporation securing an obligation in the original principal amount of \$389,711,
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1 recorded on April 4, 2019, bearing Instrument No. 20190292458 (the “Deed of
2 Trust”).

3 a. The Deed of Trust was assigned to Triumph Capital Partners, LLC. (“Triumph”)
4 by assignment dated March 21, 2019, recorded on April 11, 2019, as Instrument
5 No. 20190318479, and subsequently assigned by Triumph to Toorak Capital
6 Partners, LLC (“Toorak”) by Assignment dated March 28, 2019, recorded on
7 August 1, 2019, bearing Instrument No. 20190767366. .

8 b. The trustee under the Deed of Trust was substituted from Provident Title
9 Company to Assured Lender Services, Inc. by a Substitution of Trustee recorded
10 on May 21, 2020, bearing Instrument number 20200555530.

11 c. On May 21, 2020, Toorak Mortgage recorded a Notice of Default bearing
12 Instrument number 20200555531. On August 28, 2020, Toorak recorded a Notice
13 of Trustee’s Sale bearing Instrument number 20201017264.

14 3. An agreement entitled Master Covenant and Agreement by and between Jose A.
15 Pasco and City of Los Angeles that was recorded on July 24, 2019, bearing
16 Instrument number 20190724719.

17 4. A Notice of Lien to secure unpaid unsecured property taxes in the amount of \$61.06,
18 recorded July 27, 2016, bearing Instrument No. 20160878671.

19 5. A Notice of Lien to secure unpaid unsecured property taxes in the amount of \$985.16,
20 recorded May 8, 2018, bearing Instrument No. 20180448367.

21 6. A Notice of Lien to secure unpaid unsecured property taxes in the amount of \$414.65,
22 recorded May 8, 2018, bearing Instrument No. 20180448381.

23 F, The terms and conditions of the sale of the Nurmi Property as contemplated and
24 described in the California Residential Purchase Agreement and Joint Escrow Instructions dated
25 October 22, 2021, together with the Trustee’s addendum and all amendments (collectively, the
26 “Purchase Agreement”) attached as **Exhibit “1”** to the Motion are fair and reasonable.

27 G. There is a sound business purpose for the sale of the Nurmi Property as contemplated by and
28 described in the Purchase Agreement.

1 H. The sale of the Nurmi Property as contemplated by and described in the Purchase
2 Agreement was proposed and negotiated in good faith and is in the best interests of the Estate and its
3 creditors.

4 I. The Nurmi Property was adequately marketed. The Trustee received no qualified
5 overbid pursuant to the proposed Overbid Procedures in the Motion prior to the hearing.

6 J. The Trustee is authorized to sell the Nurmi Property as Trustee of the Debtor's Estate.

7 K. The secured creditor Toorak has consented to the Sale of the Nurmi Property with the
8 condition that it be paid the balance due on the obligation secured by the Deed of Trust or such other
9 amount as may be agreed upon between the Trustee and Toorak or, in the alternative, to the extent
10 Toorak is not paid in full upon the close of escrow, the lien created by the Deed of Trust attach to
11 the proceeds of the Sale.

12 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS**
13 **FOLLOWS:**

14 1. The Motion is granted in its entirety.

15 2. Proper, timely, and sufficient notice of the Motion has been provided in accordance
16 with Section 363 of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004, and no other or
17 further notice of the Motion is required.

18 3. The proposed Bidding Procedures for the sale of the Nurmi Property are moot as
19 there were no overbidders.

20 4. The California Residential Purchase Agreement and Joint Escrow Instructions dated
21 October 22, 2021, together with the Trustee's addendum and all amendments, which sets forth all
22 sale agreement terms between the Trustee and the Buyer, is hereby approved.

23 5. The Trustee is authorized to sell, convey, assign, and transfer all of the Estate's right,
24 title and interest in the Nurmi Property for a purchase price of Four Hundred and Seventy Thousand
25 Dollars (\$470,000) ("Purchase Price") to Ramiro De Lira Salas and Ramiro Ulises De Lira Salas
26 ("Buyers") on an "AS IS, WHERE IS" basis, without any warranties, expressed or implied, and
27 without any contingencies, pursuant to Bankruptcy Code §§ 363(b) and (f), free and clear of all
28 liens, claims, interests, and encumbrances, including the property taxes, with such liens, claims,

1 interests, and encumbrances to attach to the sale proceeds with the same priority and rights of
2 enforcement as previously existed.

3 6. The Buyers consent and agree to purchase the Nurmi Property subject to item 11 on
4 the Title Report entitled, "An agreement entitled Master Covenant and Agreement by and between
5 Jose A. Pasco and City of Los Angeles," recorded on July 24, 2019, bearing Instrument Number
6 20190724719.

7 7. The Trustee is further authorized to execute any and all documents necessary and
8 appropriate to consummate the sale of the Nurmi Property to the Buyers, including but not limited to
9 the execution of a quitclaim deed on behalf of the Debtor. No signature is necessary from the
10 Debtor.

11 8. The Trustee is authorized to direct escrow to pay from sale proceeds and directly
12 from escrow normal closing costs, as defined in the Motion and Brokers' Commissions.

13 9. The Buyers have acted in good faith within the meaning of 11 U.S.C. § 363(m) and
14 are thus granted all the protections and immunities afforded by that Section.

15 10. The Motion and Purchase Agreement are approved as they are in the best interests of the
16 Estate and its creditors and entry into the Purchase Agreement is a prudent exercise of the Trustee's
17 business judgment.

18 11. No objection was filed with the Court. Any objections to the relief requested in the
19 Motion and the entry of this Order that have not been withdrawn, waived, or settled, or not otherwise
20 resolved pursuant to the terms hereof, if any, are hereby denied and overruled on the merits with
21 prejudice.

22 12. This Court shall retain jurisdiction to enforce, interpret, and implement the terms of
23 the Purchase Agreement, and each of the documents and instruments executed in connection
24 therewith and with this order, and shall further retain jurisdiction to resolve any disputes that arise
25 from entry of this Order.

26 13. The Purchase Agreement may be modified, amended, or supplemented by the parties
27 thereto without further order of this Court only by non-material modifications, amendments, or
28 supplements that do not have an adverse effect on the Estate or its creditors.

1 14. The fourteen (14)-day stay as provided by Bankruptcy Rule 6004(h) is waived.

2 15. The findings of fact and conclusions of law stated herein and as set forth by the Court
3 on the record during the hearing on this matter, shall constitute the Court's findings of fact and
4 conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant
5 to Bankruptcy Rule 9014. To the extent any finding of fact later shall be determined to be a
6 conclusion of law, it shall be so deemed, and to the extent any conclusion of law later shall be
7 determined to be a finding of fact, it shall be so deemed.

8 **IT IS SO ORDERED.**

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24 Date: January 19, 2022

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Martin R Barash
United States Bankruptcy Judge